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**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF ALASKA AT ANCHORAGE**

ANDREW CHRISTIANSEN,

Plaintiff,

v.

F/V ICY MIST, LLC,

Defendant.

No.

AT LAW AND IN ADMIRALTY

COMPLAINT FOR MARITIME  
PERSONAL INJURIES

DEMAND FOR JURY TRIAL

**ACTION UNDER SPECIAL RULE FOR SEAMEN TO SUE  
WITHOUT SECURITY AND PREPAYMENT OF COSTS  
(28 U.S.C. § 1916)**

Plaintiff Andrew Christiansen, through counsel, for his complaint alleges the following causes of action against Defendant F/V Icy Mist, LLC:

**JURISDICTION AND VENUE**

1. This is an action for maritime personal injuries brought at law and in admiralty under §33 of the Merchant Marine Act of 1920 (presently found at 46 U.S.C. § 30104; the Jones Act) and/or under general maritime law against Plaintiff's employer and the owner of the vessel on which Plaintiff served at the time of his injuries.

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11 6. Plaintiff elects to try all claims before a jury.

**PARTIES**

7. Plaintiffs realleges and incorporates paragraphs 1 – 6 as if fully set forth.

8. Plaintiff is a citizen of the United States of America and currently resides in Kodiak, Alaska.

9. At all relevant times, Plaintiff is and was a seaman employed as a deckhand by

9. At all relevant times, Plaintiff is and was a seaman employed as a deckhand by Defendant in service of the commercial fishing vessel the F/V ICY MIST.

17 Defendant in service of the commercial fishing vessel the

10. On information and belief, Defendant

19 registered to do business in Alaska.

11. On information and belief, F/V ICY MIST is and was a commercial fishing vessel documented at 58-feet long and 128 gross tons with U.S. Coast Guard official number 1221114 and is now or will be within this district and the jurisdiction of this Court during the pendency of process.

process.

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12. On information and belief, Defendant is and was the owner, owner pro hac vice, operator, charterer, and/or controller of the F/V ICY MIST.

**CLAIMS FOR JONES ACT NEGLIGENCE  
& GENERAL MARITIME LAW UNSEAWORTHINESS**

13. Plaintiff realleges and incorporates paragraphs 1 – 12 as if fully set forth.

14. On or about January 25, 2024, Defendant or its agents or representatives engaged Plaintiff to work as a seaman aboard the F/V ICY MIST.

15. In or around February 2024, while Plaintiff was performing his duties as a deckhand aboard the F/V ICY MIST, Plaintiff sustained severe and permanent injuries to his back, neck, ribs, chest, torso, shoulder, and other body parts when a crab pot swung while being hauled from the water and crushed him against a sorting table.

16. As Plaintiff's vessel employer under the Jones Act, Defendant had a duty to provide Plaintiff a safe place to work. As the owner, owner, owner *pro hac vice*, operator, charterer, controller, or manager of the F/V ICY MIST, Defendant had a duty to provide a seaworthy vessel that was reasonably fit for its intended purpose, along with the Vessel's equipment, machinery, fixtures, apparel, gear, appurtenances, and equipment. Among other duties, these duties included a duty to provide safe and appropriate vessel equipment, including but not limited to the vessel's picking boom and sorting table; a duty to ensure that the deck was maintained in a reasonably safe condition free of slipping, tripping, and other hazards; a duty to properly man or crew the vessel with experienced and competent crew members; a duty to ensure the reasonably safe layout and placement of equipment on the deck including with respect to the placement of the launcher and sorting table; a duty to implement, enforce, and follow appropriate policies and procedures for vessel operations including but not limited to hauling and

1 landing pots, operating the hydro for the picking boom, communication between crew members,  
2 and maintaining and cleaning the deck; a duty to properly train crew members on vessel  
3 operations and the crew members' job duties including but not limited to hauling and landing  
4 pots, operating the hydro for the picking boom, communication between crew members, and  
5 maintaining and cleaning the deck; and a duty to ensure that Plaintiff received prompt and  
6 adequate medical care.

7 17. Defendant breached said duties in Paragraph 16.

8 18. As a direct legal and proximate cause of Defendant's Jones Act negligence and  
9 breach of the warranty of seaworthiness as discussed above, Plaintiff sustained severe and  
10 permanent injuries to his back, neck, ribs, chest, torso, shoulder, and other body parts. Plaintiff  
11 has suffered and will continue to suffer damages including, but not limited to the following: (a)  
12 Plaintiff has been prevented from and may in the future be prevented from pursuing his regular  
13 occupation, thereby suffering past lost income, future lost income, and diminished future earning  
14 capacity; (b) Plaintiff was prevented from and may in the future be prevented from enjoying the  
15 pursuits of life; (c) Plaintiff has experienced and will continue to experience substantial pain,  
16 suffering, and loss of enjoyment of life; (d) Plaintiff has and will continue to suffer from  
17 disabilities and functional limitations; (e) Plaintiff has and will continue to suffer from emotional  
18 distress, mental anguish, anxiety, and other psychological conditions caused by his pain,  
19 functional limitations, and the trauma of his injuries; (f) Plaintiff has incurred and will in the  
20 future incur reasonable and necessary medical expenses, including but not limited to physician  
21 fees, medication, medical devices, and life care costs; (g) Plaintiff has suffered and will suffer  
22 other damages to be proven more definitely at trial.

23 19. Plaintiff seeks damages in an amount to be proven at trial in excess of \$3,000,000.

1           20.     Plaintiff was not comparatively at fault in causing his injuries.

2                           **CLAIM FOR MAINTENANCE, CURE & UNEARNED WAGES**

3           21.     Plaintiff realleges and incorporates Paragraphs 1 – 20 as if fully set forth.

4           22.     A vessel employer owes all seamen who become ill or injured while in service of  
5 the vessel the no-fault duty to provide maintenance, cure, and unearned wages.

6           23.     A vessel employer's duty to provide maintenance, cure, and unearned wages is  
7 the most pervasive of all the obligations owed to seamen and is virtually automatic.

8           24.     At all relevant times, Defendant was Plaintiff's Jones Act employer and Plaintiff  
9 was employed as a Jones Act seaman in service of the F/V ICY MIST.

10          25.     Defendant owes Plaintiff a no-fault duty to provide maintenance, cure, and  
11 unearned wages related to the injuries Plaintiff sustained aboard the F/V ICY MIST.

12          26.     Plaintiff has not reached maximum medical improvement and requires additional  
13 curative treatment for his vessel injuries.

14          27.     Plaintiff also claims all past and future maintenance, cure, and unearned wages to  
15 which he is entitled, all in an amount to be determined at trial.

16                           **JONES ACT CLAIM FOR FAILURE TO PAY MAINTENANCE, CURE,  
17                           & UNEARNED WAGES**

18          28.     Plaintiff realleges and incorporates Paragraphs 1 – 27 as if fully set forth.

19          29.     At all relevant times, Defendant was Plaintiff's Jones Act employer and Plaintiff  
20 was employed as a Jones Act seaman in service of the F/V ICY MIST.

21          30.     After Plaintiff's injuries on the F/V ICY MIST, Defendant owed Plaintiff a no-  
22 fault duty to provide maintenance, cure, and unearned wages.

23          31.     Under federal maritime law, Defendant must resolve all doubts or ambiguities as

1 to Plaintiff's entitlement to maintenance, cure, and unearned wages in favor of Plaintiff.

2 32. Defendant breached said duty by unreasonably and knowingly refusing to pay  
3 maintenance, cure, and unearned wages for Plaintiff's vessel injuries and negligently and  
4 unreasonably failing to properly and timely investigate Plaintiff's right to maintenance, cure, and  
5 unearned wages.

6 33. As a direct legal and proximate cause of Defendant's breaches of said duty,  
7 Plaintiff has suffered and incurred and will continue to suffer and incur consequential and/or  
8 compensatory damages and is entitled to past and future maintenance, cure, and unearned wages  
9 until he reaches maximum medical improvement.

10 **CLAIM FOR ATTORNEY FEES AND PUNITIVE DAMAGES**  
11 **FOR FAILURE TO PAY MAINTENANCECURE & UNEARNED WAGES**

12 34. Plaintiff realleges and incorporates Paragraphs 1 – 33 as if fully set forth.

13 35. After Plaintiff was injured on the F/V ICY MIST, Defendant knowingly failed to  
14 provide maintenance and cure, including with respect to curative treatment recommended by  
15 Plaintiff's treating medical providers, and knowingly failed to pay Plaintiff's full unearned  
16 wages.

17 36. Defendant's failure to pay maintenance, cure, and unearned wages was  
18 intentional, willful, callous, arbitrary, capricious, and in bad faith.

19 37. As a result of Defendant's intentional, willful, callous, arbitrary, capricious, and  
20 bad faith failure to provide Plaintiff maintenance, cure, and unearned wages, Plaintiff is entitled  
21 to attorney fees and punitive damages in an amount to be determined at trial.

22 WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this Court hear his just  
23 cause of action, that this Court require that Defendant answer his just cause of action, and that he

1 be awarded judgment against Defendants as follows:

2 1. That Plaintiff be awarded maintenance, cure, and unearned wages against  
3 Defendant in an amount to be proven at trial.

4 2. That Plaintiff be awarded attorney fees and punitive damages against Defendant  
5 for failure to pay maintenance, cure, and unearned wages in an amount to be proven at trial.

6 3. That Plaintiff be awarded compensatory, consequential, general, special,  
7 exemplary/punitive, and all other damages and attorney fees allowable under the general  
8 maritime law and/or the Jones Act against Defendant in an amount to be proven at trial.

9 4. That Plaintiff be awarded attorney fees, prejudgment interest, post-judgment  
10 interest, costs, and any other relief in law or equity to which Plaintiff is entitled.

11 DATED this 12th day of September, 2024 at Anchorage, Alaska.

12 TRUEB BERNE & BEARD, LLP  
13 Attorneys for Plaintiff

14 By: s/ Zach Berne  
15 Zach Berne, ABA No. 1311098  
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